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AGREEMENT

THIS AGREEMENT, Made this day of AUG 28 1966, by
and between the MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corpora-
tion (hereinafter referred to as the "City", party of the first part)
and the ANNE ARUNDEL COUNTY SANITARY COMMISSION, a body corporate of the
State of Maryland (hereinafter referred to as the "Sanitary Commission"
party of the second part).

WHEREAS, the General Assembly of the State of Maryland by an Act
known as Chapter 313 of the Acts of 1931 and subsequent acts and amend-
ments codified in the Public Local Laws of Maryland authorized the forma-
tion of the Anne Arundel County Sanitary Commission and delineated the
duties, rights and privileges and specifically the right to enter into
contractual agreements for the disposal of sewage or drainage, and for
the establishment, construction, operation, and enlargement of water
supply, sewerage and/or drainage systems, and the right to establish costs,
rentals, service charges or other fees in connection therewith; and

WHEREAS, the Sanitary Commission and the City entered into an agree-
ment dated August 14, 1939, providing for connection to and for receiving
into certain City sewerage systems, for transmitting, pumping, treating
and disposing of the sewage received from the Brooklyn Park Sanitary Sub-
District, and

WHEREAS, since the agreement dated August 14, 1939, there have been
substantial increases in population, the quantity of sewage, the operation
and maintenance costs, and the costs of construction of the jointly-used
sewerage systems; and

WHEREAS, it is the purpose of the parties hereto to continue the opera-
tion of the integrated sewerage systems between the City and the Brooklyn
Park Sanitary District of Anne Arundel County and to establish a new method
for the computation and payment of costs incurred by the City and the Sani-
tary Commission in connection with said integrated sewerage systems;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

THAT IN CONSIDERATION of the covenants, agreements and payments herein-after set forth, it is mutually covenanted and agreed as follows:

ARTICLE I DEFINITIONS

A. The "Director" shall mean the Director of Public Works and/or the Chief Engineer of a political subdivision or his duly authorized representative of the party specified.

B. The "Sewerage Engineer" shall mean the official of the political subdivision whose duties include the operation and/or administration of the sewerage system of that political subdivision, or his duly authorized representative.

For this agreement, the "Sewerage Engineer" of the parties of the second part shall mean the Engineer of the Anne Arundel County Sanitary Commission or his duly authorized representative.

C. The Sanitary District shall mean that portion of Anne Arundel County known as the Brooklyn Park Sanitary District and such extensions as have been approved, and as may be hereafter approved, which sewage contribution flows directly from the sewers in Anne Arundel County into the sewers of Baltimore City across their common boundary and as currently served at the Patapsco Sewage Treatment Works.

D. "Sewage" is the spent water supply of a community together with those human and household wastes which are removed by water carriage, supplemented in some instances by industrial wastes, subsurface water, surface water and storm water.

E. "Storm water" is excess water running off from the surface of a drainage and immediately following rainfall, snowfall or other meteorological precipitation.

F. "Subsurface water" is water that occurs in the lithosphere. It comprises suspended water and ground water.

G. "Surface water" is water that rests on or flows over the surface of the lithosphere.

H. A "drain" is a conduit or pipe through which any liquid flows by gravity.

I. A "storm drain" is a drain through which storm water, storm run-off, condensate, cooling water, street wash and other wash waters or drainage flow and from which sewage is, in general excluded.

J. A "sanitary sewer" is a pipe or conduit carrying sewage.

K. "Facility" shall be defined in this agreement as the whole sewerage system or any part thereof, including sewers, pumping stations, sewage treatment works, real estate and/or any part thereof.

ARTICLE II RIGHTS OF CITY AND/OR COUNTY NOT
TO BE ABROGATED

A. Nothing in this agreement shall limit or abrogate any right or rights delegated to Baltimore City or Anne Arundel County or to the Anne Arundel County Sanitary Commission by Acts of the General Assembly of the State of Maryland and as presently existing in the Maryland Public Local Laws.

B. It is further understood and agreed that the police, legislative and governmental powers of the Mayor and City Council of Baltimore, Maryland and of the County Commissioners of Anne Arundel County, Maryland are in no sense attempted to be abridged or restricted by this agreement.

C. Each signatory hereto agrees to recognize all rights and privileges acquired by acquisition of property and/or rights of way, each from the other and/or from other parties, and each such exception as may have been granted or will be granted each to the other and/or to other parties.

ARTICLE III WORK DONE IN BALTIMORE CITY

Neither the County nor the Sanitary Commission shall have any right to build sewers or perform any other construction work in Baltimore City without first receiving written permission from the Board of Estimates of the City upon the recommendation of the Sewerage Engineer and the Director of Public Works, and then only upon and in accordance with such terms and conditions, including indemnity, as may be required by the Board of Estimates.

WORK DONE IN ANNE ARUNDEL COUNTY

The City shall have the right to build such facilities in Anne Arundel County as authorized by the Acts of the General Assembly. The County shall have the right to review reports, plans and financing for the construction of sewers and intercepts built in the County by the City and to require that adequate provisions be made in such facilities, as may be constructed in the future, for serving the needs of Anne Arundel County.

ARTICLE IV

LIMITATION OF TERRITORY

This agreement applies only to sewage flow from those portions of Anne Arundel County within the Brooklyn Park Sanitary Sub-District and such extensions of the drainage areas as have been approved and as may be hereafter approved, the sewage contribution from said County flows directly from sewers located in Anne Arundel County into the sewers located in Baltimore City at the common boundary and as currently served at the Patapsco Sewage Treatment Works.

ARTICLE V

CONNECTIONS TO SEWERAGE SYSTEM OF BALTIMORE CITY

1. The sanitary sewers of the parties signatory hereto shall be connected with the sanitary sewers of the City only at such points and to such sanitary sewers as may be designated in writing by the Sewerage Engineer of the City.
2. None of the signatories hereto will be permitted to connect any sanitary sewer or sewers with any sanitary sewer in the City if the latter sewer or any sanitary sewer of which it is a tributary is insufficient in size to carry adequately the added flow of sewage received from the said sanitary sewer or sewers of the other signatories.
3. The City shall be notified in writing at least ninety (90) days before the making of any connections to the sewerage system of the City by any of the other signatories hereto.

ARTICLE VI

EXTENSION AND EXPANSION

The continued increase in population, the expansion of industrial and commercial activities and the resulting increase in the volume of sewage originating in the Sanitary District of Anne Arundel County will necessitate corresponding increases in capacity of existing facilities and construction of additional facilities from time to time to receive, transport, pump, treat and dispose of sewage from the said Sanitary District of Anne Arundel County.

A. In order to provide data on which to base plans for future increases in the capacity of existing facilities and the construction of new facilities, the County and/or the Commission shall, within one (1) year after execution of this agreement, supply to the City an estimate of the anticipated population, average sewage flow, peak sewage flow and zoning restriction, segregated by points of entry at the common boundary

between Baltimore City and Anne Arundel County for each year of the next succeeding ten (10) year period.

B. The information required by Paragraph A of this Article shall be supplied by the County or the Sanitary Commission to the City and shall be revised and resubmitted annually between January 1 and March 10 of each year for the next succeeding ten (10) year period.

ARTICLE VII

STORM WATER, SURFACE WATER AND OTHER
MATERIALS NOT TO BE DISCHARGED INTO
SANITARY SEWERS

A. Storm water, surface water, subsurface water and other non-polluted wastes shall not be discharged into those sanitary sewers which drain into the jointly-used sanitary sewers of either party. No street inlet, catch basin, storm drain, rain leader, cellar drain, garage drain or any other connection through which storm water, surface water, ground water or any other non-polluted waters can flow shall be connected to the aforesaid sanitary sewers which drain into the jointly-used sewers of the City and the Sanitary District.

B. Both parties agree to use every effort to prevent the owners of properties in the City and the Sanitary District from discharging storm water into the sanitary sewers connecting with the sanitary sewers of either party, and if any such connections are detected, the Sewerage Engineers shall promptly use all means within their power to see that such connections, including storm inlets and other points of entry are abandoned and sealed.

C. No person, firm, corporation, manufacturing plant, or other establishment shall be permitted to discharge into any sanitary sewer of the City or Sanitary District which drains into a sanitary sewer of the other party, any flammable liquids, acids, chemicals and/or materials or solids not normally present in domestic sewage, which in the judgment of the Sewerage Engineers of the City and the Sanitary Commission may be

detrimental to the sewerage system or any part thereof of either the City or the County or the operation of the said sewerage system or systems.

D. The discharge of radioactive wastes into any of the sanitary sewers of the other party shall be limited as to quantity and character in accordance with the latest rules and regulations of the Health Department of the State of Maryland, of the Commissioner of Health of the City of Baltimore, and of the Deputy State or County Health Officer of Anne Arundel County, Maryland, whichever of these rules and regulations are most stringent.

ARTICLE VIII CONSTRUCTION OF SANITARY SEWERS

All sanitary sewers, house sewers, interceptors, man-holes, bellmouths, and connections between the sanitary sewers of the City and the Sanitary District shall be designed and constructed in accordance with the applicable codes, rules and regulations of the party within whose boundaries the construction is located.

ARTICLE IX INSPECTION OF PREMISES

The premises of the properties in the territories defined in Article V, which drain into sewers of the City, may be entered and inspected by the Sewerage Engineer of the City or his representative. Private premises are excluded from the foregoing stipulations and may be entered only after proper authorization has been secured.

ARTICLE X EXISTING FACILITIES

Whenever it becomes necessary for the City to repair, alter or replace all or any part of any jointly-used facility which receives, transmits, pumps, treats and/or disposes of sewage, the other party shall contribute its proportionate share of all costs resulting from the planning, designing and execution of the said repair, alteration or replacement, including all materials, labor, engineering and any and all other costs

involved therein. The cost of items referred to in this Article shall be shared by each of the parties hereto in the same ratio that the sewage contribution by each party bears to the total annual sewage flow from all parties through such jointly-used facility for the year preceding that in which the costs were incurred.

ARTICLE XI FINANCING OF ADDITIONAL FACILITIES

A. Whenever, in the opinion of the Sewerage Engineer of the City, it shall become necessary to enlarge existing facilities, construct or install any additions to the sewerage system under his supervision in order to receive, transmit, pump, treat and/or dispose of sewage received, or to construct improvements to sites upon which portions of said sewerage system are located, such enlargement, construction or installation shall be completed as quickly as practicable.

B. The cost of the items referred to in Paragraph A of this Article shall be shared by each of the parties using the facility in the same ratio that the designed capacity allotted to each party bears to the total designed capacity allotted to all parties through or in such jointly-used facility.

C. It is understood that wherever the word "cost" is used in this Article, it shall mean all costs involved in the construction and/or installation of any sewerage facility referred to in Paragraph A of this Article. The said costs shall be a summation of the various cost items as follows: land, rights of way, easements, properties and permits; estimates, surveys, plans and specifications; engineering, inspection, supervision and construction; material, machinery, equipment and labor; financing charges; other expenses, necessary to or incident to the determining of feasibility or practicability of acquisition, improvement, development or construction; administrative expenses, fees and/or charges for legal services and all other contributing costs and expenses paid or payable

from the funds or revenues of the parties hereto, exclusive of grants from Federal funds, monies contributed by the State of Maryland payments previously made by any party to the constructing party for said purpose or any contributed capital by others than the parties hereto. If, for any reason, payment for construction is not, or cannot be, made as specified in the following Paragraph D, of this Article, interest charges on monies advanced by the City shall be added to the cost.

D. The City shall not be obligated to commence construction or installation of any additional facilities until such time as the other contributors of sewage served by the jointly-used facilities have assured the City that the funds required for their shares are in hand and available. Payment to the City shall become due and payable as the work progresses. Such payment, billed on the 15th day of each month for the proportionate share for the amount of work completed as of the 1st day of the month shall be due as of the 30th day of the month.

E. In the event of a shortage of funds, the parties agree to attempt to obtain funds as quickly as possible for the purpose of constructing, installing or performing the work as required, and mutually agreeable arrangements for payment as due from one party to the other shall be arranged by duly authorized representatives of the parties.

F. On or before the 1st day of March of each year the Sewerage Engineer of the City shall prepare and make a list of the jointly-used projects scheduled for construction during the next two succeeding calendar years. The said list, submitted for review, shall include a general description of the capacity, estimated costs and the purpose for which the proposed projects are intended. Within 60 days after receipt of the said list of jointly-used facilities, the party receiving the list shall confirm its intention to financially participate in the costs as provided in this Article.

ARTICLE XIII

DETERMINATION OF SEWAGE FLOW

A. The total annual flow of sewage in or through each jointly-used facility shall be determined as hereinafter set forth:

1. For the purpose of this agreement it is understood and

agreed that each and every water service connection to any property, the sewage from which property enters any jointly-used facility of either party to this agreement, shall be enumerated. Sewage flow from the properties so served shall be computed as follows:

(a) Each and every water meter installation serving a building or property within the geographic confines of the Sanitary Sub-District, which property is connected directly or indirectly to the jointly-used sewerage system of the City, shall be considered to contribute a volume of sewage per year equal to the registered quantity of water flowing through the meter each year.

(b) Each and every water meter installation 1-inch and/or larger in size serving an industrial and/or commercial property within the geographic confines of the Sanitary Sub-District, which installation is connected directly or indirectly to the jointly-used sewerage system of the City, shall be considered to contribute a volume of sewage per year equal to the registered quantity of water flowing through the meter each year adjusted to exclude any appreciable quantity of water which does not enter the sewerage system. The owner of each such property shall, at his option, install an approved measuring device to determine the quantity of water which is not discharged into the sewerage system. In any instance where the owner does not desire, or it is impractical to install a measuring device, the Engineer of the Sanitary Commission shall determine periodically, in such reasonable manner and by such reasonable method as shall be approved by the Sewerage Engineer of the City, that quantity of water which is not discharged into the sewerage facilities.

(c) Any property where water is used from a source or sources other than the metered supply system, which water is discharged into the sewerage system, shall install an approved, separate meter to measure the quantity of water received from any source or sources other than the metered water supply system. The contribution of sewage shall be considered to be the summation of the two metered flows. The Engineer shall determine the sewage flow as provided in Sub-Paragraph (b) of this Article for any property

which utilizes a multiplicity of water sources, in those instances in which it is impractical to or the owner does not wish to install a measuring device.

(d) The sewage flow from those properties described in the foregoing paragraphs shall be determined at each point of entry into the sewerage system of the other party. The annual sewage flow shall be the sum of the flows of such properties tributary to each such point of entry.

The sewage flow from those properties described in the foregoing paragraphs shall be determined at each point of entry into the sewerage system of the other party. Each and every such property tributary to each such point of entry shall be separately enumerated. The annual sewage flow from the properties described in the foregoing paragraphs shall be the summation of the annual water consumption in gallons delivered.

to each and every such property.

Whenever any property which uses water from the water supply system or from any other sources for any purpose in such a manner that the water so used is not discharged into the sewerage facilities, the volume of sewage from the said property shall be adjusted to exclude the quantity of water which does not enter the sewerage system as determined periodically by such reasonable method as shall be approved by the Sewerage Engineer having charge of that sewerage system. The methods and calculations for each such determination shall be available for review as provided in Article XV Access To Records.

The total annual sewage flow at each point of entry shall be the sum of the two sewage flows determined in the two preceding paragraphs.

B. In order to measure and record automatically the volume of sewage flowing from the sewerage system of one party into the sewerage system of the other party, recording-registering flow meters satisfactory to both parties shall be constructed, installed, and ready for regular continuous service within one year after execution of this agreement. Meters shall be installed at or near such points of entry as shall be agreed upon. The location of such meters shall be determined on the basis of the size of the sewer, the observed conditions of flow and the practical considerations for installing of metering equipment. Meters shall be installed by the party within whose boundary the meter is to be located. The cost of said meters, their installation, and their operation and maintenance shall be shared equally by both parties.

C. Where sewage flow meters measure the flow of sewage from the sewerage system of one party into the sewerage system of the other party, the party obtaining the readings shall report such readings once a month to the other party. The said readings shall supersede the method of determining the sewage contribution at such points of entry described in Section A.(c) of this article.

At any point of entry, by reason of a new meter installation or by reason of meter failure, where the sewage flow is accurately metered for a minimum of 120 days in any year, then the daily flows for the entire year shall be considered to be the average daily flow for that period of the year that has been metered. The method of calculating the sewage flow as stipulated in Article XII, A, shall be used in every section of the County from which the sewage is not metered.

D. The enumerations of water meter services as stipulated in this Article, Paragraph A 1, sub-paragraphs (a) and (b), and the readings from the sewage flow meters referred to in Paragraph C shall be tabulated and summarized as of December 31 of each calendar year. This tabulation and summary shall be rendered by each party to the other party, between January 1 and March 10 of the next calendar year.

E. Each party shall maintain all metering and recording equipment under its supervision in good operating condition. Should either party fail to maintain any meter within its boundaries in good operating condition, the Sewerage Engineer of the other party may at his discretion, after written notice, cause the repair to be made or otherwise maintain the equipment and shall charge the other party for its share of the costs of such repair and maintenance.

ARTICLE XIII DETERMINATION OF SEWERAGE SERVICE CHARGES

The sewerage service charges shall be computed on a percentage basis, which percentage shall be the ratio of the volume of sewage flowing across the common boundary and originating in the County to the total flow in or through the jointly-used facility of the City by all contributors of sewage.

The calculations for charging The Sanitary Commission for sewerage services rendered by the City shall be composed of a sewerage service charge to the Commission for its share of operation and maintenance expenses of jointly-used facilities of the City and an annual charge for

debt service to The Commission for its share of the debt service of the City as applied to the jointly-used facilities of the City but exclusive of those facilities for which the Commission has paid its share of the construction costs. As used in this Article, the term "debt service" shall mean interest and amortization on outstanding indebtedness, which shall include through reductions contributions to sinking funds in connection therewith during the calendar year and payments for the redemption of serial bonds.

The Sanitary Commission shall pay to the City annually a Sewerage Service Charge representing the Commission's share of direct costs incurred by the City for transporting, pumping, treating and disposing of County sewage handled by the Patapsco Sewage Treatment Works during the preceding calendar year. The above-mentioned direct costs shall include all the operating and maintenance costs for jointly-used facilities. They shall also include an applicable percentage of the operating management costs reported for the City's Division of Executive Direction and Division of Pumping and Treatment as well as other Bureau expenses properly chargeable to the Bureau of Sewers.

If at any time a jointly-used facility is not longer used by one of the parties to this agreement, the said party will no longer be charged for the use of the facility.

A. Computation of Operation and Maintenance Costs

1. Determine the total annual sewage flow contributed by the Sanitary Commission to each jointly-used City-operated pumping station and to the Patapsco Sewage Treatment Works, as provided in Article XI of this agreement. For each jointly-used City-operated facility, divide the annual sewage flow, as defined in the first paragraph of this Article, through that facility by the annual metered total flow through the facility to obtain a factor expressed as a percentage. This factor represents the Commission's proportionate share in the operating and maintenance costs for that facility. Multiply the total operating and maintenance costs, including all payroll expenses, i.e., payroll, pensions, Social Security payments and Workmen's Compensation payments, for each jointly-used City-owned facility

by the percentage factor derived as outlined above in this paragraph. The total of these partial costs is the amount of the Commission's obligation to the City for operating and maintaining said facilities.

B. Computation of Operating Management Costs

1. Divide the total annual metered flow to the Patapsco Sewage Treatment Works by the total annual metered flow at all City sewage treatment plants to obtain a factor showing Patapsco's proportion of the total annual sewage treated by the City. Divide the Commission's applicable annual sewage flow to the Patapsco Plant by the total annual metered sewage flow to the plant to obtain a factor showing the Commission's applicable proportion of the total sewage flow to the Patapsco Plant. Add together the operating management costs for the Division of Executive Direction and the Division of Pumping and Treatment Works of the City Bureau of Sewers. Multiply the sum so obtained by the product of the two factors outlined in this paragraph. The result shall be the amount of the Commission's obligation to the City for the operating management factor of the Sewerage Service Charge.

C. Computation of Applicable Expenses of Other-Bureau Services

1. Six (6%) per cent of the Commission's share of the sum of (a) the operation and maintenance costs and (b) the operating management costs, both as provided in Article XIII, Paragraphs A and B, shall be the amount of the Commission's obligation to the City for the expenses of the Other-Bureau Services for the sewerage service charges.

D. Computation of Interest and Amortization

1. Total debt service for Baltimore City applicable to the Bureau of Sewers of the City only, shall be determined for the applicable calendar year, as defined in Article XIII, which debt service shall then be multiplied by the ratio which the value of each jointly-used facility operated and maintained by Baltimore City bears to the total value of the sewerage system of Baltimore City.

Example:

$$\text{Total Applicable Debt Service} \times \frac{\text{Value of Jointly-used Facility}}{\text{Total Value of Sewerage System}} =$$

Debt Service for Facility

The debt service chargeable to Anne Arundel County Sanitary Commission for each jointly-used facility operated by Baltimore City shall be the debt service for that facility, computed in the manner prescribed in the example set forth above, multiplied by the ratio which the annual sewage flow from Brooklyn Park Sanitary Sub-District through that facility bears to the total annual sewage flow through that facility. The sum of the debt service charges applicable to the Commission for each jointly-used facility operated by the City shall be the amount of interest and amortization to be used in computing the Sewerage Service Charges to be paid by the Commission to the City. Those jointly-used facilities, for which the Commission has contributed its proportionate share of construction costs, shall be exempt from debt service charged.

2. The term "value", as applied to the sewerage system of the City or any parts thereof and as used in Section D of this Article shall be the total of (a) the evaluation of the jointly-used facilities of the sanitary sewerage system as of December 31, 1931, as it appears in the ledgers of the Bureau of Accounts and Disbursements of Baltimore City, and (b) all costs of construction, installation, additions and improvements subsequent to December 31, 1931. The costs of construction shall mean all costs involved in construction, installation, additions and/or improvements of any sewerage system facility including material, labor, engineering, overhead and all other contributing costs and expenses paid or payable from the funds or revenues of the parties hereto, exclusive of grants from Federal funds, monies contributed by the State of Maryland, payments previously made by either party to the other party or any contributed capital by others than the parties hereto.

E. Payment

1. The Sanitary Commission shall pay to the City the total of the various sums owed by the Commission to the City arrived at by the method outlined in Sections A, B, C and D above.

2. The City shall submit to the County the total enumerated in Paragraph E 1 above by June 1 of each year. Said sum so due and owing shall be payable one month after date of such submittal.

ARTICLE XIV. CHARGES TO BE RECALCULATED ANNUALLY

Both parties agree that the charges for sewerage service shall be recomputed each year for service rendered during the entire preceding year. Each party shall submit in writing to the other party the readings of all sewage flow meters installed in sewers, vaults, manholes and pumping stations as stipulated in Article XII and Article V and shall also submit the number of water meter and water service connections and computed sewage flows, as stipulated, which are connected to and/or tributary to the sewerage system of the party and which sewage is ultimately treated at the Patapasco Sewage Treatment Plant. The report submitting the meter readings and calculated sewage flows shall specify such locations and points of entry into the sewerage system as herein provided.

ARTICLE XV ACCESS TO RECORDS

Either party to this agreement shall have ready access to all plans, office and field records, costs, accounts, records, files and calculations made to determine the total annual charge for sewerage service, together with all data pertaining to the terms, stipulations, and fulfillment of this agreement, and bearing upon the determination of the costs and charges involved, and every facility shall be furnished upon reasonable notice to make said information available for examination. All of the above-mentioned information shall be brought up to date at intervals not to exceed six months.

ARTICLE XV

OPERATION AND MAINTENANCE OF FACILITIES

It is agreed by both parties that each party shall solely supervise the design, construction, operation and maintenance of the various facilities of their respective sewerage systems.

ARTICLE XVI

TERM OF AGREEMENT AND ARBITRATION

The agreement of August 14, 1939 hereinabove referred to, shall be and the same is hereby rescinded as of January 1, 1960.

This agreement shall be retroactive to January 1, 1960, and shall continue in force and effect until January 1, 1965.

Both parties agree to review the provisions of this agreement during the year 1964 in order to reach a mutually acceptable agreement on or before January 1, 1965. Both parties agree that the termination of this agreement shall not in any way affect the continued reception, transmission, pumping, treatment and/or disposal of sewage. It is further agreed that in the event of a termination of this agreement payments shall continue and shall be calculated in the same manner as set forth in this agreement and that any subsequent agreement modifying said payments shall be retro-active to the date of termination of this agreement.

In the event of any disagreement between the parties to this agreement, both parties agree to confer for a period of ninety (90) days or less in order to adjust the differences between the parties. Should the parties fail to agree within the said ninety (90) day period, each of the parties hereto shall appoint a negotiator. Should the two negotiators fail to settle the existing differences, within ninety (90) days, they shall both agree on a third negotiator, who shall be Chairman. If the two negotiators cannot agree on a third negotiator, the Chief Judge of the Court of Appeals of Maryland shall designate the third negotiator, who shall be Chairman. The decision of a majority of negotiators shall be final and binding upon both parties to this agreement.

IN WITNESS WHEREOF, the parties hereto have properly executed
this Agreement, as of the day, month and year first above written.

ANNE ARUNDEL COUNTY SANITARY COMMISSION

By: [Signature]
Commissioner

ATTEST:

Charles E. Andrew

Vernon T. Foster
Commissioner

Deane E. Etzel
Chairman

Approved as to Form and Legal Sufficiency:

Karl F. Seener
Counsel for the Sanitary Commission

ATTEST:

[Signature]
M. Eppler, Deputy Treasurer

MAYOR AND CITY COUNCIL OF BALTIMORE

By: [Signature]

BOARD OF ESTIMATES OF BALTIMORE CITY

By: Theodore R. McKeldin
THEODORE R. MCKELDIN, Mayor

Thomas D'Alessandro 3rd
THOMAS D'ALESSANDRO 3rd, President

Hyman A. Pressman
HYMAN A. PRESSMAN, Comptroller

Bernard L. Werner
BERNARD L. WERNER, Director of
Department of Public Works

Joseph Allen
JOSEPH ALLEN
City Solicitor

APPROVED:

APPROVED:

Bernard L. Werner
BERNARD L. WERNER, Director
of Public Works

C. E. Keefer
C. E. KEEFER, Sewerage Engineer

Approved as to Form and Legal Sufficiency
this day of 19

Joseph Allen
City Solicitor

Arthur B. Truett
Ass't City Solicitor

APPROVED BY BOARD OF ESTIMATES
R. A. Linsky
AUG 28 1963 DEPUTY COMPTROLLER